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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

ANGEL ARMENTA and JAKKOB ROMERO,
individually, on behalf of all others similarly
situated, and on behalf of the State of California
and other aggrieved persons,

Plaintiffs,

v.

BLUE BEACON INTERNATIONAL,
INCORPORATED, a corporation; BLUE
BEACON U.S.A., L.P., a limited partnership;
BLUE BEACON U.S.A. II, L.P., a limited
partnership; and DOES 1 through 10, inclusive,

Defendants.

Case No.: CIVSB2206415

CLASS ACTION

[Assigned to: Hon. David S. Cohn, Dept. S26]

**[PROPOSED] ORDER GRANTING
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

PRELIMINARY APPROVAL HEARING

Date: May 31, 2023

Time: 10:00 a.m.

Dept: S26

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10 Attorneys for Plaintiff Jakkob Romero

1 The Court has before it Plaintiffs Angel Armenta and Jakkob Romero’s (“Plaintiffs”)
2 Motion for Preliminary Approval of Class Action Settlement. Having reviewed the Motion for
3 Preliminary Approval of Class Action Settlement, the Declaration of Justin F. Marquez, the
4 Declaration of Zachary M. Crosner, the Class Action and PAGA Settlement Agreement and
5 Class Notice (which is referred to here as the “Settlement” or “Settlement Agreement”), and
6 good cause appearing, the Court hereby finds and orders as follows:

7 1. The Court finds on a preliminary basis that the Settlement Agreement appears to
8 be fair, adequate, and reasonable and therefore meets the requirements for preliminary approval.
9 The Court grants preliminary approval of the Settlement and the Settlement Class based upon
10 the terms set forth in the Settlement Agreement between Plaintiff and Defendants Blue Beacon
11 International, Incorporated, Blue Beacon U.S.A., L.P., and Blue Beacon U.S.A. II, L.P.
12 (“Defendants”), attached to the Declaration of Justin F. Marquez in Support of Plaintiffs’
13 Motion for Preliminary Approval of Class Action Settlement as Exhibit 2.

14 2. The Settlement falls within the range of reasonableness of a settlement which
15 could ultimately be given final approval by this Court, and appears to be presumptively valid,
16 subject only to any objections that may be raised at the Final Approval Hearing and final
17 approval by this Court. The Court notes that Defendants have agreed to create a common fund
18 of \$1,600,000.00 to cover (a) settlement payments to class members who do not validly opt out;
19 (b) a \$50,000.00 payment for penalties under the Private Attorneys General Act (“PAGA”), with
20 75% of which (\$37,500.00) being paid to State of California, Labor & Workforce Development
21 Agency (“LWDA”) and 25% (\$12,500.00) being paid to the Aggrieved Employees; (c) Class
22 Representative service payments of up to \$10,000.00 to each Plaintiff; (d) Class Counsel’s
23 attorneys’ fees, not to exceed 33 1/3% of the Gross Settlement Amount (\$533,333.33), and up
24 to \$15,000.00 in costs for actual litigation expenses incurred by Class Counsel; and (e)
25 Settlement Administration Costs of up to \$15,000.00.

26 3. The Court preliminarily finds that the terms of the Settlement appear to be within
27 the range of possible approval, pursuant to California Code of Civil Procedure § 382 and
28 applicable law. The Court finds on a preliminary basis that: (1) the settlement amount is fair

1 and reasonable to the class members when balanced against the probable outcome of further
2 litigation relating to class certification, liability and damages issues, and potential appeals; (2)
3 significant informal discovery, investigation, research, and litigation have been conducted such
4 that counsel for the Parties at this time are able to reasonably evaluate their respective positions;
5 (3) settlement at this time will avoid substantial costs, delay, and risks that would be presented
6 by the further prosecution of the litigation; and (4) the proposed settlement has been reached as
7 the result of intensive, serious, and non-collusive negotiations between the Parties with the
8 assistance of a well-respected class action mediator. Accordingly, the Court preliminarily finds
9 that the Settlement Agreement was entered into in good faith.

10 4. A final fairness hearing on the question of whether the proposed settlement,
11 attorneys' fees and costs to Class Counsel, payment to the LWDA for its share of the settlement
12 of claims for penalties under the PAGA, and the class representative's enhancement award
13 should be finally approved as fair, reasonable and adequate as to the members of the class is
14 hereby set in accordance with the Implementation Schedule set forth below.

15 5. The Court provisionally certifies for settlement purposes only the following class
16 (the "Settlement Class"): all individuals employed by Defendants in California and classified
17 as an hourly-paid or non-exempt employee during the Class Period.

18 6. "Class Period" means the period from March 25, 2018 to December 31, 2022.

19 7. "PAGA Period" means the period from March 25, 2021 to December 31, 2022.

20 8. The Court finds, for settlement purposes only, that the Settlement Class meets the
21 requirements for certification under California Code of Civil Procedure § 382 in that: (1) the
22 Settlement Class Members are so numerous that joinder is impractical; (2) there are questions
23 of law and fact that are common, or of general interest, to all Settlement Class Members, which
24 predominate over individual issues; (3) Plaintiffs' claims are typical of the claims of the
25 Settlement Class Members; (4) Plaintiffs and Class Counsel will fairly and adequately protect
26 the interests of the Settlement Class Members; and (5) a class action is superior to other
27 available methods for the fair and efficient adjudication of the controversy.

28 9. The Court appoints as Class Representatives, for settlement purposes only,

1 Plaintiffs Angel Armenta and Jakkob Romero. The Court further preliminarily approves
2 Plaintiffs' ability to request an incentive award up to \$10,000.00, for a combined total of
3 \$20,000.00.

4 10. The Court appoints, for settlement purposes only, Justin F. Marquez, Benjamin
5 H. Haber, and Arrash T. Fattahi of Wilshire Law Firm, PLC, and Michael R. Crosner, Zachary
6 M. Crosner, and Jamie Serb of Crosner Legal, PC, as Class Counsel. The Court further
7 preliminarily approves Class Counsel's ability to request attorneys' fees of up to one-third of
8 the Total Settlement Amount (\$533,333.33), and costs not to exceed \$15,000.00.

9 11. The Court appoints Simpluris, Inc. as the Settlement Administrator with
10 reasonable administration costs estimated not to exceed \$15,000.00.

11 12. The Court approves, as to form and content the Class Notice, attached to the
12 Settlement Agreement. The Court finds on a preliminary basis that plan for distribution of the
13 Notice to Settlement Class Members satisfies due process, provides the best notice practicable
14 under the circumstances, and shall constitute due and sufficient notice to all persons entitled
15 thereto.

16 13. The Parties are ordered to carry out the Settlement according to the terms of the
17 Settlement Agreement.

18 14. Any class member who does not timely and validly request exclusion from the
19 settlement may object to the Settlement Agreement.

20 15. The Court orders the following Implementation Schedule:

21 Defendants to provide Class List to the	No later than 15 days after the Court grants
22 Settlement Administrator	Preliminary Approval
23 Settlement Administrator to mail the Notice	No later than 14 days after receipt of the
24 Packets	Class Data
25 Response Deadline	45 days after the Class Notice is mailed
26	14 days before Plaintiffs' Deadline to file
27 Deadline for Administrator to Submit Report	Motion for Final Approval, Request for

	Attorneys' Fees and Costs, and Service Award to Plaintiff
Deadline to file Motion for Final Approval, Request for Attorneys' Fees and Costs, and Service Award to Plaintiffs	16 court days before hearing on Motion for Final Approval, Request for Attorneys' Fees and Costs, and Service Awards to Plaintiffs
Final Approval Hearing	_____ a.m./p.m., or first available date thereafter, in Department S26

16. The Court further ORDERS that, pending further order of this Court, all proceedings in this lawsuit, except those contemplated herein and in the settlement, are stayed.

IT IS SO ORDERED.

DATE: _____

Hon. David S. Cohn
San Bernardino County Superior Court

Armenta v. Blue Beacon International, Incorporated, et al.
CIVSB2206415

(X) **BY UPLOAD:** I hereby certify that the documents were uploaded by my office to the State of California Labor and Workforce Development Agency Online Filing Site.

1 (X) **BY MAIL:** I enclosed the above documents in a sealed envelope with postage thereon
2 fully prepaid and placed for collection and mailing on the above date in accordance with
3 ordinary business practices. I am readily familiar with this firm's practice of collection
4 and processing of correspondence for mailing with the United States Postal Service, and
that the correspondence shall be deposited with the United States Postal Service the same
day in the ordinary course of business pursuant to Cal. Code Civ. Proc. § 1013(a).

5 (X) **BY E-MAIL:** I hereby certify that this document was served from Los Angeles,
6 California, by e-mail delivery on the parties listed herein at their most recent known
email address or e-mail of record in this action.

7
8 I declare under penalty of perjury under the laws of the State of California that the
foregoing is true and correct.

9 Executed this **May 8, 2023** at Los Angeles, California.

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13 Ashley Narinyans
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